

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**UNITED STATES OF AMERICA**

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**CRIM NO. 08-239**

**V.**

\*

**SECTION: "B"**

**SUZAN BACIGALUPI**

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**FACTUAL BASIS**

If this case were to proceed to trial, the Government would prove the guilt of the defendant beyond a reasonable doubt through the introduction of admissible evidence and the testimony of competent witnesses. More specifically, the testimony and evidence would establish the following:

In August 2005, the defendant, **SUZAN BACIGALUPI**, was the Chief of Information Management Services, Gulf of Mexico Region (GOMR), Mineral Management Service (MMS), United States Department of Interior (DOI). She was a GS-15. In August 2005, the GOMR-MMS office was located in Jefferson, Louisiana. She resided in Metairie.

Immediately following Hurricane Katrina, GOMR-MMS employees, including the defendant, were evacuated to the MMS offices in Houston, Texas. These employees were provided Temporary Duty (TDY) status and allowed to stay in hotels or to sign leases on rental properties. The defendant did not stay at a hotel or leased property but instead

stayed at the residence of a personal friend named Sylvia Kirkland from September 12, 2005 to September 30, 2005 and October 1, 2005 to October 14, 2005. Kirkland did not charge the defendant to stay at her residence nor was there any rental agreement. However, when the defendant left, she gave Kirkland a personal check for \$1000. The defendant then stayed at the Hilton Garden Hotel in Houston from October 15, 2005 to October 21, 2005

In early October 2005, the defendant spoke with a staff accountant assigned to the MMS Finance Division. The accountant told investigators that she informed her that she could be reimbursed for paying a friend for lodging. The accountant also indicated that she told the defendant that the friend could not be given a flat or token amount.

The defendant submitted a voucher (Standard Form 1012) on October 6, 2005 in New Orleans. She claimed \$1700 for lodging for the time period September 12, 2005 to September 30, 2005. An invoice from the "Kirkland Ranch" in the amount of \$1700 was attached. The defendant submitted a second voucher on October 21, 2005 in New Orleans. She claimed \$1260 for lodging for the time period October 1, 2005 to October 14, 2005. An invoice from the "Kirkland Ranch" in the amount of \$1260 was attached.

On December 14, 2005, a MMS accounting technician sent an email to the defendant and asked her for the method of payment she used to pay for her lodging expenses at the Kirkland Ranch in Houston. The defendant replied that same day and indicated she had paid with one check and cash. She then sent a second email to the accounting tech and stated that she had tried to get a "convenience check" from her Administrative Officer (AO) to pay for her lodging but the AO had none. She therefore paid

for lodging with her personal check and cash. On December 16, 2005, the MMS accounting tech sent an email to the defendant and asked for a copy of the check. She sent him copies of the Kirkland invoices and a copy of a negotiated personal check to "Kirkland".

An internal audit was undertaken regarding the travel vouchers of the defendant and eventually a criminal investigation was initiated by DOI-OIG. On September 11, 2007, DOI-OIG Special Agents interviewed Sylvia Kirkland. She indicated that she and the defendant had been friends for over 16 years. Kirkland said she and her husband owned the Kirkland Ranch. She explained that it was a working ranch and that her residence was located on the property. It is not a hotel or bed and breakfast and no rooms are held out for rent. She stated that she has never used her rooms in her home as a rental. She confirmed that the defendant stayed at her home after Hurricane Katrina. Kirkland said neither she nor her husband asked for or expected payment from the defendant. She said she reluctantly accepted a \$1000 check from the defendant. The agents showed her copies of the invoices and Kirkland initially indicated that they were legitimate. She then admitted that she had not prepared the invoices. Kirkland then indicated that the defendant called her in or about May 2006 and told her that someone from the government might be calling her regarding her stay.

Kirkland agreed to make a consensual telephone call to the defendant that same date. She called her in New Orleans and the defendant admitted:

1. She had stayed only with Kirkland during the times indicated on the invoice;

2. She stated that the \$1000 check was not for lodging but instead to cover utility expenses incurred by Kirkland during her stay;
3. She admitted that she had only given Kirkland a check for \$1000 and had not provided her any additional cash payment;
4. She stated she attempted to obtain a convenience check but was refused because she was staying at a private residence;
5. She admitted creating the invoices, marking them paid in full and submitting them with her travel vouchers; and
6. She indicated that Kirkland was unaware of her illegal activity.

Near the end of the conversation, the defendant told Kirkland that she would send Kirkland a copy of the invoices and all other documentation she had provided to the MMS with her vouchers. She told Kirkland to show the copies of the invoices to any agents who questioned her and to tell them that she found the invoices at her residence.

The defendant was subsequently interviewed at her office. She was advised of her Miranda rights, waived them and spoke with the agents. The interview was recorded. She admitted that she (1) used Kirkland's PC to prepare the false invoices; (2) forged Kirkland's initials on the invoices; (3) paid Kirkland only \$1000; and (4) kept the remaining \$1960.

**READ AND APPROVED:**

\_\_\_\_\_  
Robert Glass (Date)  
Counsel for Suzan Bacigalupi

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Mark A. Miller (Date)  
Chief, Organized Crime Strike Force Unit

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Suzan Bacigalupi (Date)  
Defendant